

Recent case law provides that a court should review contingent fee agreements, such as the one here, for reasonableness. Griffin v. Astrue, 1:10cv115-MR, 2012 WL 3155578 at \*2 (W.D.N.C. August 2, 2012) (citing Gisbrecht v. Barnhart, 535 U.S. 789 (2002) and Mudd v. Barnhart, 418 F.3d 424 (4th Cir. 2005)). As noted by Plaintiff’s counsel, the Fourth Circuit “has directed that district courts should consider the complexity of the case, the lawyering skills necessary to handle it effectively, the risks involved, [and] the significance of the result achieved

in district court when analyzing whether a contingency fee arrangement is reasonable.” (Document No. 22, p.2) (citing Mudd, 418 F.3d at 428).

Plaintiff’s counsel now seeks an award of \$3,000.00 in attorney’s fees. (Document No. 22, p.1-2). Plaintiff reports that Defendant “does not object to this request for fees.” (Document No. 22, p.2). However, the undersigned is concerned that the instant motion appears to be lacking: a copy of the contingency fee agreement; an affidavit supporting counsel’s time spent on this case; or any statement about the complexity of the case or the lawyering skills necessary to handle it. In addition, it might be helpful if Plaintiff’s counsel could more clearly describe the benefit(s) awarded to Plaintiff, as well as the auxiliary benefits awarded to her children, and whether counsel contends she is entitled to some percentage of all these benefits as part of a reasonable fee.

**IT IS, THEREFORE, ORDERED** that “Plaintiff’s Motion for Attorney Fees Under § 406(b) of the Social Security Act” (Document No. 22) is **DENIED WITHOUT PREJUDICE**. Plaintiff’s counsel may re-file a motion for fees with additional support and documentation as discussed herein.

**SO ORDERED.**

Signed: May 11, 2016

  
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David C. Keesler  
United States Magistrate Judge

